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AND xpedx

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Attorneys for Plaintiff
LAKESHA WARE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

LAKESHA WARE,

Plaintiff,

v.

INTERNATIONAL PAPER CO., aka
INTERNATIONAL PAPER COMPANY, AKA
INTERNATIONAL PAPER, AKA XPEDX,
XPEDX, a division of INTERNATIONAL
PAPER, XPEDX, Does 1 to 10 Inclusive,

Defendants.

Case No. C 08-01187 WDB

JOINT CASE MANAGEMENT
CONFERENCE STATEMENT

Action Filed: January 11, 2008

In accordance with the Court's Standing Order re Contents of Joint Case Management Statement, counsel for the parties submit the following case management statement.

1. Jurisdiction and Service: This Court has subject matter jurisdiction over this case as Plaintiff LAKESHA WARE alleges discrimination in violation of Title VII of the Civil Rights Act of 1964.

1 2. Defendants' Statement of Facts: Plaintiff worked in the shipping department
2 of Defendant xpedx's Oakland, California store. In January, 2007, Plaintiff allegedly suffered an
3 injury to her back while on the job. Plaintiff filed for, and received, workers' compensation
4 benefits. Plaintiff did not miss any work due to her injury. She was placed on modified duty as a
5 cashier in order to accommodate her work restrictions.

6 In March, 2007, Defendant xpedx announced that it was closing its Oakland store
7 and opening a smaller store in Berkeley, California. Employees of the Oakland store, including
8 Plaintiff, were offered jobs at the Berkeley store. The Oakland employees were offered the same
9 transfer opportunity as Plaintiff, some of whom had open workers' compensation claims. Plaintiff
10 did not accept the offer to transfer to the Berkeley store because she wanted to set her own work
11 hours at the Berkeley location, to which Defendant could not agree. Since she was refusing the
12 transfer, Plaintiff was offered a termination agreement and severance, but she declined, and was
13 terminated because the Oakland store was closed.

14 Defendant denies Plaintiff's allegations and contends Plaintiff's employment ended
15 based on a legitimate business reason.

16 Plaintiff's Statement of Facts: Plaintiff an African American female was employed
17 by Defendant, Xpedx in Oakland, California. Plaintiff sustained an injury to her back. She was
18 able to perform the essential duties of her job, with or without a reasonable accommodation.
19 Plaintiff was performing her job in a satisfactory manner. In or about March 2007, defendant
20 Xpedx unlawfully terminated plaintiff's employment. Defendant hired a white male to perform
21 plaintiff's job. Plaintiff was more qualified to perform the job than the white male that defendant
22 hired to replace her.

23 Defendant offered plaintiff's co-workers the opportunity to work at a store that
24 defendant opened in Berkeley, but defendant did not offer plaintiff the opportunity to work at the
25 store in Berkeley.

26 Plaintiff contends that defendant in terminating her employment and failing to offer
27 her the opportunity to work in the new store in Berkeley, discriminated against her because of her
28 race, gender, disability, perceived disability and or medical condition and retaliated against for

1 filing a workers compensation complaint in violation of public policy and terminated her
2 employment wrongfully in violation of public policy.

3 3. Legal Issues:

4 a. Was Plaintiff discriminated against on the basis of her race in
5 violation of Government Code §§ 12920, 12921, and 12930 *et seq.*?

6 b. Was Plaintiff discriminated against on the basis of her race in
7 violation of Title VII of the Civil Rights Act of 1964, as amended?

8 c. Was Plaintiff discriminated against on the basis of her sex?

9 d. Was Plaintiff discriminated against on the basis of her alleged
10 disability or perceived disability?

11 e. Was Plaintiff wrongfully terminated in violation of public policy
12 under Government Code §§ 12920 and 12921?

13 f. Did a contract exist between Defendants and Plaintiff and if so, did
14 Defendant breach the contract by terminating Plaintiff?

15 g. Were Defendants' reasons for terminating Plaintiff legitimate, non-
16 discriminatory reasons?

17 h. Were Defendants' reasons for terminating Plaintiff pretextual?

18 i. Has Plaintiff suffered damages?

19 j. Did Plaintiff mitigate her alleged damages?

20 4. Motions: There are currently no pending motions. Defendants anticipate
21 filing a motion to dismiss and/or motion for summary judgment. Defendants will also seek to
22 bifurcate damages.

23 5. Defendants' Amendment of Pleadings: Defendants do not anticipate any
24 amendment to the pleadings. The parties propose June 1, 2009, by which to add parties and/or
25 amend the pleadings.

26 Plaintiff's Amendment of Pleadings: Plaintiff may amend complaint to more
27 clearly state claims and possibly add claims that are supported by the facts.
28

1 6. Evidence Preservation: Defendants have issued a preservation memo with
2 respect to all materials associated with this matter.

3 7. Disclosures: The parties shall exchange Rule 26(a)(1) Disclosures within 14
4 days after the parties' joint case management conference.

5 8. Discovery: The parties jointly propose the following discovery plan.
6 Discovery will be needed on the following subjects:

7 Plaintiff's claims in her Complaint, Defendants' defenses, potential damages
8 (if any), and Plaintiff's prior and current employment history. All non-expert discovery
9 commenced in time to be completed by January 29, 2010.

10 9. Class Action: Not applicable.

11 10. Related Cases: There are no related cases pending.

12 11. Relief: Plaintiff's complaint states a claim for compensatory and special
13 damages; lost income; punitive and exemplary damages; attorneys fees and costs; prejudgment
14 interest.

15 12. Settlement and ADR: This case has been referred for court sponsored
16 mediation, which is scheduled to commence on August 28, 2008, before Arthur R. Siegel, Esq.

17 13. Consent to Magistrate Judge For All Purposes: The parties do not consent to
18 refer this case to a Magistrate Judge.

19 14. Other References: Not applicable.

20 15. Narrowing of Issues: Defendant has not identified any issues that can be
21 narrowed by agreement or by motion. Defendant does not request a bifurcation of any of the
22 issues, claims or defenses.

23 16. Expedited Schedule: Defendant does not believe this case can be handled
24 on an expedited basis.

25 17. Scheduling: The parties propose the following schedule:

26 Designation of experts will be due from Plaintiff by December 1, 2009, and from
27 Defendants by December 15, 2009.

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1 Reports from retained experts under Rule 26(a)(2) due from Plaintiff by December
2 1, 2009, and from Defendants by December 15, 2009.

3 Non-expert discovery will be completed by December 31, 2009.

4 Expert discovery will be completed by January 29, 2010.

5 All potentially dispositive motions will be filed by January 29, 2010.

6 The final pretrial conference will be set for March 29, 2010. This case will be ready
7 for trial by April 12, 2010.

8 18. Trial: This case will be tried before a jury and it is expected to take seven
9 to 10 days.

10 19. Disclosure of Non-party Interested Entities or Persons: The parties have
11 filed the Certification of Interested Parties.

12 Pursuant to L.R. 3-16, Defendants certify that the following listed persons have a
13 non-financial interest in that subject matter or in a party that could be substantially affected by the
14 outcome of this proceeding:

15 Officers:

16 John V. Faraci – Chairman and CEO
17 Newland A. Lesko – Executive Vice President
18 John N. Balboni – Senior Vice President and CIO
19 Michael J. Balduino – Senior Vice President, President Shorewood Packaging
20 H. Wayne Brafford – Senior Vice President
21 Jerome N. Carter – Senior Vice President
22 C. Cato Ealy – Senior Vice President
23 Thomas E. Gestrich – Senior Vice President, President International Paper Asia
24 Thomas G. Kadien – Senior Vice President, President xpedx
25 Mary A. Laschinger – Senior Vice President, President International Paper Europe,
26 Middle East, Africa and Russia
27 Timothy S. Nicholls – Senior Vice President and CFO
28 Maximo Pacheco – Senior Vice President, President International Paper do Brasil
Carol Roberts – Senior Vice President
Maura Abeln Smith – Senior Vice President and General Counsel, Corporate
Secretary and Global Government Relations
Mark S. Sutton – Senior Vice President
W. Michael Amick, Jr. – Vice President xpedx
September G. Blain – Vice President
Aleesa L. Blum – Vice President
Paul Brown – Vice President
Thomas A. Cleves – Vice President
Dennis J. Colley – Vice President
James A. Connelly – Vice President xpedx
Kirt J. Cuevas – Vice President

Arthur J. Douville – Vice President xpedx
 Michael P. Exner – Vice President
 Greg C. Gibson – Vice President
 Robert J. Grillet – Vice President
 Errol A. Harris – Vice President
 Jeffrey A. Hearn – Vice President do Brasil
 Peter G. Heist – Vice President
 Terri L. Herrington – Vice President
 William Hoel – Vice President
 Tommy S. Joseph – Vice President
 Paul J. Karre – Vice President
 Timothy A. Kelly – Vice President
 Austin E. Lance – Vice President
 Glenn R. Landau – Vice President
 David A. Liebetreau – Vice President
 Richard B. Lowe – Vice President xpedx
 Kevin G. McWilliams – Vice President
 William A. Merrigan – Vice President
 Ted R. Niederriter – Vice President and Deputy General Counsel
 Jean-Michael Ribieras – Vice President
 John V. Sims – Vice President
 David B. Struhs – Vice President
 Greg Wanta – Vice President
 Thomas J. Weisenbach – Vice President xpedx
 Robert W. Wenker – Vice President and CTO
 Ann B. Wroblewski – Vice President
 Paul Herbert – CEO Ilim Group
 Brian N. McDonald – Deputy CEO and Managing Director Ilim East
 John W. Rankin – Vice President Ilim Group

Directors:

John V. Faraci
 David J. Bronczek
 Martha F. Brooks
 Lynn Laverty Elsenhans
 Samir G. Gibara
 Donald f. McHenry
 John L. Townsend, III

John F. Turner
 William G. Walter
 Alberto Weisser
 J. Steven Whisler

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1 Dated: August 25, 2008
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4 By: /S/ PAUL J. BAUER
5 PAUL J. BAUER
6 DOWLING, AARON & KEELER, INC.
7 Attorneys and Counselors at Law
Attorneys for Defendant
INTERNATIONAL PAPER COMPANY AND
xpedx

8 Dated: August 25, 2008
9

10 By: /S/ MICHAEL C. COHEN
11 MICHAEL C. COHEN
12 LAW OFFICES OF MICHAEL C. COHEN
Attorney for Plaintiff
LAKESHA WARE
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